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ARTICLE XI. Disputes.

Except as otherwise provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer or his duly authorized representative, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contract Architect. Such decisions shall be final and conclusive with respect to questions of fact when made by the Contracting Officer himself: Provided, that if the decision has been made by a representative of the Contracting Officer, the Contract Architect may appeal therefrom by mailing or otherwise furnishing to the Contracting Officer within thirty days a written appeal. The decision of the Contracting Officer, or of his duly authorized representative if no appeal is taken therefrom, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Nothing in this "Disputes" clause shall be construed as making final an administrative decision on a question of law. In connection with any appeal under this "Disputes" clause the Contract Architect shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, including adjudication of any litigation in connection with such decision, the Contract Architect shall proceed diligently with the performance of his contract and in accordance with the Contracting Officer's decision or any modification thereof which may be made hereunder.

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